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13

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

09 CV 2388

LAB

WMC

14 ERINN TOZER, on behalf of herself and all
15 others similarly situated,

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GAIAM, INC.

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Plaintiffs,

vs.

Defendants.

Case No.

CLASS ACTION COMPLAINT

FILED

09 OCT 26 PM 12:51

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY:

DEPUTY

OR

1 Plaintiff Erinn Tozer (hereafter "Plaintiff"), brings this action individually and on behalf of a
2 nationwide class of similarly-situated consumers who purchased Gaiam reusable aluminum bottles
3 that unbeknownst to her contain Bisphenol A ("BPA"); an industrial chemical that mimics estrogen
4 and has raised health concerns in the United States and other countries. In support of her claims,
5 Plaintiff, on personal information as to herself and on information and belief based upon the
6 investigation of counsel as to all other matters, alleges as follows:
7

8 INTRODUCTION

9 1. Plaintiff and the members of the class paid more for Gaiam reusable aluminum bottles
10 than other available alternatives because they reasonably believed – based on affirmative
11 misrepresentations and omissions by Gaiam - that the bottles were BPA-free.

12 2. Indeed, Gaiam has marketed and sold its reusable aluminum bottles as being BPA-
13 free and a healthy alternative to plastic bottles that may leach BPA.
14

15 3. In fact, Gaiam's reusable aluminum bottles contain BPA and that BPA does leach.

16 JURISDICTION AND VENUE

17 4. This Court has jurisdiction over this nationwide class action pursuant to 28 U.S.C. §
18 1332 as amended by the Class Action Fairness Act of 2005 because the matter in controversy
19 exceeds \$5,000,000, exclusive of interest and costs, and is a class action in which some members of
20 the Class are citizens of states different than Defendant. *See* 28 U.S.C. § 1332(d)(2)(A).
21

22 5. This Court has personal jurisdiction over Defendant because Defendant transacted
23 business throughout the United States, including in this District, in that it sold Gaiam reusable
24 aluminum bottles throughout the United States, including in this District, and had substantial
25 contacts with the United States, including in this District.

26 6. Venue is proper under 28 U.S.C. § 1391(a) because Defendant does business in this
27 district, Plaintiff resides in this district and purchased Gaiam reusable aluminum bottles in this district.
28

PARTIES

7. Plaintiff Erinn Tozer is a resident of San Diego County. She purchased two Gaiam reusable aluminum bottles from a Target retail location in San Diego County. As a result of the unlawful conduct alleged herein, Plaintiff has been injured in her business or property.

8. Defendant Gaiam, Inc. ("Defendant" or "Gaiam") is a corporation with its principal place of business in Louisville, Colorado. Defendant Gaiam sells reusable aluminum bottles throughout the United States and the state of California.

9. All acts alleged in this Complaint to have been done by Defendant were performed by its officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of Defendant's business affairs.

CLASS ACTION ALLEGATIONS

10. Plaintiff brings this action on behalf of herself and as a class action under the provisions of Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure on behalf of all members of the following Class:

All persons and entities in the United States who, between October 26, 2005 and the present, purchased a Gaiam reusable aluminum bottle for personal use and not for resale. Excluded from the Class are Defendant, its parent companies, subsidiaries and affiliates and all governmental entities.

11. Although Plaintiff does not know the exact number of Class members because such information is in the exclusive control of Defendant, due to the nature of the trade and commerce involved, Plaintiff believes that there are, at a minimum, tens of thousands of members in the class as defined. Accordingly, the Class is so numerous and geographically dispersed that the joinder of all members is impracticable.

12. There are questions of law and fact common to the Class, including:

a. Whether Gaiam concealed the presence of BPA in its reusable aluminum bottles;

- b. Whether Gaiam engaged in unfair, false, misleading, or deceptive acts or practices regarding its marketing and sale of its reusable aluminum bottles;
- c. Whether the Class is entitled to injunctive and other equitable relief, including restitution and disgorgement, and if so, the nature of such relief;
- d. Whether the Class is entitled to compensatory damages, and if so, the amount of such damages; and
- e. Whether Gaiam is liable for punitive damages, and if so, the amount of such damages.

13. Plaintiff's claims are typical of the claims of the Class members, and Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff purchased Defendant's reusable aluminum bottles, and her interests are entirely consistent with, and not antagonistic to, those of the other members of the Class.

14. Plaintiff is represented by counsel who are competent and experienced in the prosecution of consumer and class action litigation.

15. Prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for Defendant.

16. Defendant has acted or refused to act on grounds generally applicable to the class, thus making injunctive or declaratory relief appropriate here.

17. There are questions of law and fact, including legal and factual issues relating to liability and damages, common to the members of the Class that predominate over any questions affecting only individual members. Moreover, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Class is readily definable, and prosecution as a class action will eliminate the possibility of repetitious litigation. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common

1 claims in a single forum simultaneously, efficiently, and without the duplication of effort and
2 expense that numerous individual actions would engender. Neither Plaintiff nor her counsel are
3 aware of any difficulties in management that would preclude maintenance as a class action.

4 FACTUAL ALLEGATIONS

5 18. Gaiaam, Inc., began operations in 1988 in Boulder, Colorado. Gaiaam, Inc., and
6 positioned itself as an earth-conscious company. It markets and sells its products, including its
7 reusable aluminum bottles, as being eco-friendly and a healthy lifestyle solution to its consumers.
8 Gaiaam's aluminum bottles have become increasingly popular with consumers over the last several
9 years.
10

11 19. The increasing popularity of Gaiaam's reusable aluminum bottles has developed in
12 part as a result of United States consumers' efforts to find safe alternatives to plastic bottles and
13 alternatives to bottles that contained BPA. BPA is a manufactured chemical compound commonly
14 used in the production of plastics and epoxy resins. BPA has been found to affect the development
15 of animals by acting like the hormone estrogen. According to the National Institutes of Health,
16 neonatal exposure to low levels of BPA has also been shown to cause cancerous growths.
17

18 20. Media reports and government agencies in 2007 and 2008 expressed concern about
19 the possibility that BPA could be hazardous to human health. For example, in the fall of 2007, the
20 National Toxicology Program ("NTP") (an interagency federal government program) issued a brief
21 on BPA based on a report of an expert panel on BPA ("NTP Brief"). The NTP Brief discussed the
22 reproductive and developmental hazards associated with exposure to BPA. The NTP Brief was peer
23 reviewed in 2008. Among the NTP's conclusions regarding BPA is that it had "some concern for
24 effects on the brain, behavior, and prostate gland in fetuses, infants, and children at current human
25 exposures to bisphenol A." (niehs.nih.gov website.) One of the NTP's recommendations to prevent
26 exposure to BPA is to use baby bottles that are BPA-free. Even today Congress is considering a bill
27
28

1 to prohibit the manufacture, sale, or distribution of children's food and beverage containers
2 composed of BPA (S.753 BPA-Free Kids Act of 2009).

3 21. Gaiam has benefited financially from the public's concerns regarding BPA and
4 consumers' desire to purchased BPA-free products.

5 22. Gaiam directly and indirectly misrepresented that its reusable aluminum bottles were
6 BPA-free when in fact the bottles never were and still are not "BPA-free." The Gaiam bottles cost
7 significantly more than comparable plastic bottles but were seen as worth the added cost by
8 consumers who wanted to avoid products that contained and/or could potentially leach BPA.
9 Indeed, Gaiam was aware that consumers believed its bottles to be BPA-free and did nothing to
10 change this generally held belief among consumers.

11 23. For example, in its Spring 2009 catalog describing its reusable aluminum water
12 bottles, Gaiam represented that "[o]ur BPA-free aluminum water bottle keeps your water clear and
13 fresh, while keeping disposable water bottles out of landfills."
14

15 24. In its Fall 2009 catalog describing its aluminum water bottles, Gaiam removed
16 representations that its aluminum water bottles were "BPA-free," but noticeably failed to inform
17 consumers that Gaiam reusable aluminum bottles do in fact contain BPA.

18 25. As late as September 25, 2009, the "product description" tab on Gaiam's website for
19 its bottle with "Rocky Mountain" graphics, amongst others, represented that its "[r]eusable, leak-
20 proof aluminum bottles keep your water free from harmful plastic residues." Under the "product
21 story" section of the site, Gaiam again represented that "[w]hen you use an aluminum bottle, your
22 water remains free of unhealthy plastic residues" and that after testing "no detectable levels of BPA
23 were found in the gasket, the cap or the coating material."

24 26. And, earlier this year, sometime in March, Janet Forgive – a blogger funded by
25 Gaiam – discussed the health risks associated with BPA in plastic water bottles on the official
26
27
28

1 Gaiaam website. She advised: “[y]ou can avoid plastics altogether with a reusable stainless steel or
2 aluminum water bottle.” She further admonished readers “[t]o do right by both your health and your
3 planet, grab a BPA-free reusable water bottle made of the most eco-friendly material you can find.”

4 27. Then, sometime between September 30, 2009 and October 7, 2009, by quietly adding
5 information to its retail website, Gaiaam admitted – after earlier representing that its bottles were
6 BPA-free – that independent lab tests had revealed BPA leaching levels at 23.8 parts per billion in its
7 reusable aluminum bottles. Despite this, Gaiaam has not changed the written representations on its
8 reusable aluminum bottles guaranteeing consumers that by using Gaiaam’s bottles, “your water
9 remains free of unhealthy plastic residues.”
10

11 28. During the class period, Plaintiff Tozer purchased two Gaiaam reusable aluminum
12 bottles from Target. Prior to purchasing the bottles, which she has since stopped using after learning
13 that they contain BPA, she had become aware that plastic bottles could leach chemicals into the
14 contents of the bottles. Wanting to be safe and wanting to eliminate any possibility that harmful
15 toxins could leach into the contents of her portable bottles, Plaintiff purchased the Gaiaam bottles.
16 Had Gaiaam disclosed that the bottles contained BPA in any amount, Plaintiff Tozer would not have
17 purchased the bottles regardless of any claims concerning leaching or not. Instead she would have
18 opted for an alternative - glass or stainless steel or something else - that truly contained no BPA so
19 that she could be absolutely sure that she was being as safe as she could be.
20
21

22 CAUSES OF ACTION

23 COUNT I

24 (Violation of State Consumer Protection Statutes)

25 29. Plaintiff and members of the Class incorporate by reference the allegations above and
26 re-allege each as though fully set forth herein.

27 30. Plaintiff and the members of the Class are consumers that purchased Gaiaam reusable
28 aluminum bottles containing BPA for personal, family or other household purposes.

1 31. Defendants had a statutory duty to refrain from unfair or deceptive acts or practices in
2 the promotion and sale of these bottles to Plaintiff and the proposed Class members.

3 32. Defendants violated this duty by misrepresenting or failing to disclose to consumers
4 that the Gaiam bottles they were purchasing contained BPA. In addition, Defendants have engaged
5 in conduct that creates a likelihood of confusion or misunderstanding. Defendants intended Plaintiff
6 and the other Class members to rely on these deceptive practices by continuing to purchase and use
7 Defendants' products and services and pay increased and illegitimate charges.

8 33. Plaintiff and members of the Class were directly and proximately injured by
9 Defendants' deceptive practices by purchasing the bottles and/or paying more for the bottles than
10 they otherwise should have paid had the true facts been known.

11 34. Defendants' deceptive representations and material omissions to Plaintiff and the
12 Class were, and are unfair and deceptive acts and practices.

13 35. Defendants engaged in wrongful conduct, while at the same time obtaining, under
14 false pretenses, significant sums of money from Plaintiff and the Class.

15 36. Plaintiff and the Class members were deceived by Defendants' misrepresentations
16 and material omissions.

17 37. As a proximate result of Defendants' misrepresentations and omissions, Plaintiff and
18 the Class have suffered ascertainable damages and are entitled to relief, in an amount to be
19 determined at trial.

20 38. Defendants' actions, as complained of herein, constitute unfair competition or unfair,
21 unconscionable, deceptive or fraudulent acts or practices in violation of various state consumer
22 protection statutes.

23 39. Plaintiff and the Class seek redress for the aforementioned acts and practices in
24 accordance with the following consumer protection statutes and specifically allege:

- 25 (a) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
26 in violation of Ariz. Rev. Stat. § 44-1522. *et seq.*;
- 27 (b) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
28 in violation of Ark. Code § 4-88-101. *et seq.*;

- 1 (c) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
2 in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*; Cal. Civ. Code § 1750, *et seq.*;
3 Cal. Bus. & Prof. Code § 17500
- 4 (d) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
5 in violation of Colo. Rev. Stat. § 6-1-105, *et seq.*;
- 6 (e) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
7 in violation of Conn. Gen. Stat. § 42-110b, *et seq.*;
- 8 (f) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
9 in violation of 6 Del. Code § 2511, *et seq.*;
- 10 (g) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
11 in violation of D.C. Code § 28-3901, *et seq.*;
- 12 (h) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
13 in violation of Fla. Stat. § 501.201, *et seq.*;
- 14 (i) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
15 in violation of Haw. Rev. Stat. § 480, *et seq.*;
- 16 (j) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
17 in violation of Idaho Code § 48-601, *et seq.*;
- 18 (k) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
19 in violation of 815 ILCS § 505/1, *et seq.*;
- 20 (l) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
21 in violation of Kan. Stat. ¶ 50-623, *et seq.*;
- 22 (m) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
23 in violation of Md. Com. Law Code § 13-101, *et seq.*;
- 24 (n) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
25 in violation of Mich. Stat. § 445-901, *et seq.*;
- 26 (o) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
27 in violation of Minn. Stat. § 325F.67, *et seq.*;
- 28

- 1 (p) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
2 in violation of Mo. Rev. Stat. § 407.010, *et seq.*;
- 3 (q) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
4 in violation of Neb. Rev. Stat. § 59-1601, *et seq.*;
- 5 (r) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
6 in violation of Nev. Rev. Stat. § 598.0903, *et seq.*;
- 7 (s) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
8 in violation of N.H. Rev. Stat. § 358-A:1, *et seq.*;
- 9 (t) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
10 in violation of N.J. Stat. Ann. § 56:8-1, *et seq.*;
- 11 (u) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
12 in violation of N.M. Stat. Ann. § 57-12-1, *et seq.*;
- 13 (v) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
14 in violation of N.Y. Gen. Bus. Law § 349, *et seq.*;
- 15 (w) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
16 in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*;
- 17 (x) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
18 in violation of N.D. Cent. Code § 51-15-01, *et seq.*;
- 19 (y) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
20 in violation of Ohio Rev. Stat. § 1345.01, *et seq.*;
- 21 (z) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
22 in violation of Okla. Stat. Tit. 15 § 751, *et seq.*;
- 23 (aa) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
24 in violation of Or. Rev. Stat. § 646.605, *et seq.*;
- 25 (bb) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
26 in violation of 73 Pa. Stat. § 201-1, *et seq.*;
- 27 (cc) Defendants have engaged in unfair competition or unfair or deceptive acts or practices
28 in violation of R.I. Gen. Laws. § 6-13.1-1, *et seq.*;

- (dd) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.C. Code Laws § 39-5-10, *et seq.*;
- (ee) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.D. Code Laws § 37-24-1, *et seq.*;
- (ff) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Tenn. Code § 47-18-101, *et seq.*;
- (gg) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Utah Code Ann. § 13-1 1-1, *et seq.*;
- (hh) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Vt. Stat. Ann. Tit. 9, § 245 1, *et seq.*;
- (ii) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Wash. Rev. Code § 19.86.010, *et seq.*;
- (jj) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Wis. Stat. § 100.18, *et seq.*

40. Plaintiff and the members of the Class were injured by Defendant's conduct because Plaintiff and the Class would not have purchased Defendant's water bottles or would have paid much less absent Defendant's unfair, unlawful and deceptive practices. Plaintiff and Class members are entitled to damages, restitution, disgorgement, and/or other such orders or judgments as may be necessary to restore to any person in interest, any money which may have been acquired by means of such unfair practices and to the relief set forth below.

COUNT II **(Unjust Enrichment)**

41. Plaintiff re-alleges all prior paragraphs of this Complaint as though fully set forth herein.

42. As a result of Defendants' course of conduct as alleged herein, many consumers were misled and injured by, among other things, Defendant's sale of water bottles containing BPA.

45. Thus, Defendants have been unjustly enriched in that they received and retained the benefits of the proceeds from substantial sales of water bottles, which they would not have made in the absence of their misconduct as alleged herein. These benefits were obtained from, and to the detriment of, Plaintiff and the Class members.

1 WHEREFORE, Plaintiff prays for relief as follows:

- 28

- 1 g. That Plaintiff and the Class receive pre-judgment and post-judgment interest;
- 2 h. That Plaintiff and the Class recover their costs of the suit, including attorneys' fees,
- 3 as provided by law; and
- 4 i. For such other and further relief as is just under the circumstances.
- 5

6 **DEMAND FOR JURY TRIAL**

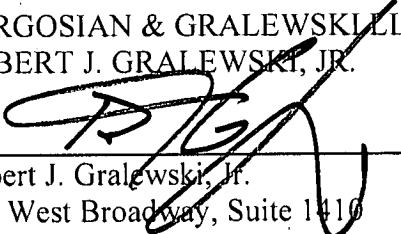
7 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by

8 jury on all issues so triable.

9 DATED: October 26, 2009

Respectfully submitted,

10 GERGOSIAN & GRALEWSKI LLP
11 ROBERT J. GRALEWSKI, JR.

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18 *Attorneys for Plaintiff*

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*JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS ERINN TOZER, on behalf of herself and all others similarly situated (b) County of Residence of First Listed Plaintiff <u>San Diego County</u> (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) Robert J. Gralewski, Jr., Gergosian & Gralewski LLP, 655 West Broadway, Suite 1410, San Diego, CA 92101, 619-237-9500	DEFENDANTS GAIAM, INC. 09 OCT 26 PM 12:50 County of Residence of First Listed Defendant <u>U.S. Boulder County</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. BY: <u>WMC</u> DEPUTY Attorney (if known) 09 CV 2388 LAB																		
II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:33%;">PTF DEF</td> </tr> <tr> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>Incorporated and Principal Place of Business In Another State</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>Foreign Nation</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	Incorporated or Principal Place of Business In This State	PTF DEF	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4	Citizen of Another State	Incorporated and Principal Place of Business In Another State		<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	Foreign Nation		<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability			
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		
BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609				
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes				

V. ORIGIN (Place an "X" in One Box Only)							
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 U.S.C. Section 1332(d)(2)(A): 1331</u> Brief description of cause: <u>Unfair and deceptive business practices in the marketing and selling of products containing chemicals.</u>
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VII. REQUESTED IN COMPLAINT:	<input checked="" type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	(See instructions): JUDGE _____ DOCKET NUMBER _____
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DATE 10/26/2009	SIGNATURE OF ATTORNEY OF RECORD
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FOR OFFICE USE ONLY RECEIPT # <u>6659</u> AMOUNT <u>350.00</u>	APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____
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MS 10/26/09

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS006659
Cashier ID: msweeney
Transaction Date: 10/26/2009
Payer Name: GERGOSIAN AND GRALEWSKI LLP

CIVIL FILING FEE

For: ERINN TOZER V GAIAM INC
Case/Party: D-CAS-3-09-CV-002388-001
Amount: \$350.00

CHECK

Check/Money Order Num: 6057
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.